



REQUEST FOR PROPOSALS NO. ISD1830

Enterprise GIS Initiations and Planning

County of San Mateo

Date: January 28, 2015

Responses Must be Received by 4:00 p.m. PST on February 27, 2015

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

Interested vendors must register online with the County at www.publicpurchase.com.

Proposals must be submitted electronically to www.publicpurchase.com

**REQUEST FOR PROPOSALS
FOR
Enterprise GIS Initiation and Planning**

Note regarding the Public Records Act:

Government Code Sections 6550 *et seq.*, the California Public Records Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Records Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request For Proposals is a public record in its entirety. Also, all information submitted in response to this Request For Proposals is itself a public record **without exception**. Submission of any materials in response to this Request For Proposals constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

(RFP template rev. 3/12)

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SECTION I - GENERAL INFORMATION

STATEMENT OF INTENT

As outlined in more detail in Section IV, below, this Request for Proposals (RFP) seeks qualified firms to provide professional services required to conduct a comprehensive Geographic Information Systems (GIS) needs assessment, develop a conceptual system design, and prepare an implementation plan for the County's enterprise GIS. Future work phases will be focused on the development and implementation of the County's enterprise GIS.

BACKGROUND

County GIS is a County program that leverages a networked governance model to meet partner and County-wide outcomes through geo-spatial technologies. The County GIS's networked governance includes the central GIS team which is housed in the Information Services Department (ISD) and stakeholders from twelve other County departments/agencies that actively participate in driving the strategic, operational and technological direction of County GIS.

The GIS team provides central GIS support, help desk and consulting services to all other County departments. It is responsible for maintaining the enterprise geodatabase, developing custom applications and sharing public map products. The GIS team also maintains stewardship of common datasets such as street centerlines and supports infrastructure for enterprise GIS data servers, map services, ArcGIS application servers, web applications and a GIS portal.

Currently County GIS is maintaining a combination of fourteen (14) ArcGIS 10.2.2 (Basic, Standard and Advanced) licenses, and ArcGIS Online Level 1 Plan. The County also maintains enterprise ArcGIS with Oracle back-end 11g including Oracle Spatial. In addition to these ESRI products, a number of Intergraph products (GeoMedia and GeoMedia Webmap) have also been supported over the years.

Spatial data such as district maps, address, tax rate areas, and zoning/land use drive some of the vital aspects of everyday business in the county. This data and processes span departmental and jurisdictional boundaries and components of these processes have been in stewardship with in various County departments who are responsible for updating and maintaining these datasets. It is the County's wish to consolidate its mapping and GIS functions and allow for best of breed mapping standards to be utilized based on the geospatial assessment conducted in 2013 with the stakeholders from these departments:

- Public Works
- Clerk, Assessor, Recorder, Elections (CARE)
- Planning and Building

- Health System
- Information Services Department (ISD)
- Criminal Justice (Sheriff, Probation, North California Regional Intelligence Center(NCRIC))
- Human Services Agency
- Public Safety Communications
- Potential GIS Users (Controller, Human Resources, LAFCo, County Manager's Office)

County GIS stakeholders conducted a workshop to identify County GIS commonalities. The preliminary findings are listed below:

- Sharing Information Products
 - Data formed into actionable information; shared publicly or privately
- Address Data
 - Supports location by property address, a.k.a. geocoding
 - Street centerlines, property parcel, site address points
- Basemaps
 - Provide context for operational data
- Governance
 - Principles, policies, and procedures for ensuring compliance with standards and obligations
- Custom Applications
 - Specific apps developed and maintained by County staff to serve a purpose.
- Data Management
 - Create, store, manage, and maintain accurate records

Based on the common themes that emerged from the interaction with stakeholders, the specific GIS Business Goals include:

- Amplify GIS expertise and ISD capabilities
- Promote authoritative data sources, such as site addresses and master patient/client index
- Simplify access and sharing of information products (maps, reports, apps)
- Empower County knowledge workers to create business focused information products
- Provide GIS governance structure
- Establish a GIS platform that can grow with the County's needs
- Apply industry best practices

THE REQUEST FOR PROPOSALS PROCESS

This RFP seeks the submission of proposals to provide professional services required to conduct a comprehensive Geographic Information Systems (GIS) needs assessment,

develop a conceptual system design, and prepare an implementation plan for the County's enterprise GIS from any and all interested and qualified proposers. The County of San Mateo, seeks by way of this RFP to obtain related implementation services in a manner that maximizes the quality of services while also maximizing value to the County and, by extension, the citizens of the County. Proposers must be able to show that they are capable of providing and performing the services requested. Such evidence includes, but is not limited to, the proposer's demonstrated competency and experience in delivering systems and services of a similar scope and type and local availability of the proposer's personnel and equipment resources.

SECTION II - RFP PROCEDURE

This section describes the general RFP procedure used by the County, and the remaining sections of this RFP includes information about the scope of work, functional requirements, and instructions for preparing and submitting the proposal.

A. TENTATIVE SCHEDULE OF EVENTS

EVENT	TARGET DATE
1. RFP Release Date	January 28, 2015
2. Deadline to Submit Written Questions	February 6, 2015
3. Final Release of Responses to Written Questions	February 13, 2015
4. Proposal Deadline – Proposals Must be <u>RECEIVED</u> by 4:00 p.m. PST on This Date in PublicPurchase	February 27, 2015
5. Finalist Demonstrations (if needed)	March 2015
6. Contract Negotiations	March 2015

B. SUBMISSION OF PROPOSALS

Vendor Registration: Vendors interested in responding to this RFP must register online with the County at www.publicpurchase.com (PublicPurchase.com). The County of San Mateo's Information Services Department will post a letter of notification of this RFP on its website and will provide a direct link to PublicPurchase.com. The County will not be held responsible or held liable for registration errors.

Proposal: The RFP response shall be submitted electronically to PublicPurchase.com before 4:00 p.m. PST on the closing date listed on the cover page of this document. All responses must be received by the stated date and time in order to be considered for award. The County will not be responsible for and may not accept late bids due to slow internet connection, or for any other electronic failure (including but not limited to information transmission and internet connectivity failures) of the PublicPurchase.com system.

Proposals should be in the format and sequence required in Section V, below. There will be no public opening of proposals. All proposals shall be firm offers, and will so be considered by the County, although the County reserves the right to negotiate terms

upon evaluation of the proposals. Proposals will be considered valid offers for a period of ninety (90) days following the close of the RFP.

By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of the County. The County reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a contractor, if any.

Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the County, as determined in the sole discretion of the County.

Upon receipt by the County via PublicPurchase.com, all proposals are electronically date/time stamped. All proposals received prior to the deadline for proposals will be kept in a secure place.

C. CONFIDENTIALITY OF PROPOSALS

California Government Code Sections 6250 *et seq.* (the "California Public Records Act" or the "Act") defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The County, which is part of the County of San Mateo, is subject to the California Public Records Act.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

If the County receives a request for any portion of a document submitted in response to this RFP, the County will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the County reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

D. PROPOSAL EVALUATION

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the County may require a proposer's representative to answer specific questions orally and/or in writing. The County may also require a visit to the proposer's offices, other field visits or observations by County representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, demonstrations may be arranged. The most qualified individual or firm will be recommended to County management by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost. Execution of an agreement has been tentatively scheduled for March 2015.

Responses to this RFP must adhere to the format for proposals detailed in **Section V - PROPOSAL SUBMISSION REQUIREMENTS**. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

1. Firm qualifications and experience providing professional services required to conduct a comprehensive Geographic Information Systems (GIS) needs assessment, develop a conceptual system design, and prepare an implementation plan for the County's enterprise GIS, including capability and experience of key personnel and experience with other public or private agencies in providing related services.
2. Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed services.
3. Customer service and responsiveness.
4. Demonstrated history of successfully managing other projects and/or contracts with local governments (especially in California and San Mateo County).
5. Ability to meet any required timelines and the Enterprise GIS system requirements listed in the RFP or otherwise requested by the County.
6. Claims and violations against you or your organization.
7. Cost to the County for the services described by this RFP.
8. References
9. Compliance with County RFP & contractual requirements.

The County may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of

the County. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the County may, in its sole discretion, correct errors or contact a proposer for clarification.

Note that the County reserves the right to evaluate proposals solely based on each vendor's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the County. The evaluation team will not access company web sites or read sales brochures, marketing materials, or white papers in evaluating vendor experience or proposed methodology unless doing so is in the County's best interest. You may submit additional materials or reference on-line information in your proposal if you wish, but these will not necessarily be considered during the proposal evaluation process.

The County reserves the right to accept other than the proposals with the lowest costs and to negotiate with proposers on a fair and equal basis when the best interests of the County are served by doing so.

E. PROPOSAL RECOMMENDATION

The Evaluation Committee will recommend a provider or providers to County management or may recommend that the proposals be rejected. County management will then make its own decision as to whether to accept or reject the Evaluation Committee's recommendations. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the County, notwithstanding any recommendations made by the Evaluation Committee. The County reserves the right to negotiate with any provider in working to finalize an agreement in relation to the proposer's response.

F. NOTICE TO PROPOSERS

The County is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the County will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of the County.

G. APPEAL PROCESS

If a proposer desires to appeal the selection decision, the proposer must submit by email a written appeal within five (5) business days after the delivery of the notice about the decision. The written appeal should be submitted to the CIO/Director of the Information Services Department as outlined below. Appeals received after the deadline will not be accepted. Appeals must be in writing, must include the name and address of the Proposer and the Request for Proposals numbers, and must state all the specific ground(s) for the appeal. An appeal that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support an appeal. A

successful appeal will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The CIO/Director of the Information Services Department will respond to an appeal within ten (10) business days of receiving it, and the County may, at its election, set up a meeting with the proposer to discuss the concerns raised by the appeal. The decision of the CIO/Director of the Information Services Department will be final. The appeal letter must be sent by email to:

Frances Valido, Administrative Assistant
fvalido@smcgov.org

SECTION III – GENERAL TERMS AND CONDITIONS

1. **Read all Instructions.** Please read the entire RFP and all enclosures before preparing your proposal.
2. **Proposal Includes the RFP.** This RFP constitutes part of each proposal and includes the explanation of the County's needs, which must be met.
3. **Proposal Costs.** Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the County or otherwise reimbursed by the County.
4. **Proposal Becomes County Property.** The RFP and all materials submitted in response to this RFP will become the property of the County.
5. **Questions and Response Process.** Submit all questions relating to this RFP to the designated questions field associated with this RFP at PublicPurchase.com. All questions must be received no later than 4:00 p.m. PST on the date specified in this RFP.

All questions and answers will be posted electronically on PublicPurchase.com by the date specified in this RFP.

If changes to the RFP are warranted, they will be made in writing, clearly marked as addenda to the RFP, and posted to the RFP at PublicPurchase.com. It is the responsibility of each proposer to check the website listed above for changes and/or clarifications to the RFP prior to submitting a response, and a proposer's failure to do so will not provide a ground for protest.

6. **Alteration of Terms and Clarifications.** No alteration or variation of the terms of this RFP are valid unless made or confirmed in writing by the County. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the County.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer must immediately notify the County of such error in writing and request modification or clarification of the document. If a proposer fails to notify the County of an error in the RFP prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or clarifications to the RFP will be posted to the PublicPurchase website as outlined in Section III.5, above, without divulging the source of the request for same. The County may, at its discretion, also give electronic notice by email to all parties who have downloaded the RFP from the website, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the PublicPurchase.com website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

7. **Selection of Vendor(s).** The selection of a vendor will be memorialized in the form of a "County Agreement with Independent Contractor" (see the sample template at Section VI, Enclosures 1-3, below), authorized by a resolution of the County Board of Supervisors and signed by both parties.

The County reserves the right to reject any or all proposals without penalty. The County's waiver of an immaterial deviation in the proposal shall in no way modify the RFP documents or excuse the proposer from full compliance with the specifications if the proposer enters into a contract.

Once a vendor is selected, the Agreement with that vendor must still be negotiated and submitted to the San Mateo County Board of Supervisors for approval, and there is no contractual agreement between the selected vendor unless and until the Board of Supervisors accepts and signs the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to County leadership by way of an Agreement does not constitute an offer, and proposers acknowledge by submission of a proposal that no agreement is final unless and until approved by the Board of Supervisors.

8. **Equal Benefits.** With respect to the provision on employee benefits, Contractor/vendor must comply with the County Ordinance prohibiting discrimination in the provision of employee benefits between a full-time employee with a registered domestic partner and one with a spouse. See Section VI, Attachment 3.
9. **Jury Duty.** The contractor must comply with the County Ordinance requiring that the contractor have and adhere to a written policy that provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the contractor or

that the contractor deduct from the employee's regular pay the fees received for jury service. See Section VI, Attachment 3. If the proposer has no employees that qualify for jury duty in San Mateo County, the proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) its policy is to comply with the jury duty pay ordinance with respect to any future qualifying employees.

10. **Insurance.** The County has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry \$1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers' compensation insurance; if the contractor or its employees maintains a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.
11. **Incomplete Proposals May be Rejected.** If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.
12. **Contact With County/County Employees.** As of the issuance date of this RFP and continuing until the final date for submission of proposals, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any County employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

Proposers should submit questions or concerns about the process as outlined in Section III.5, above. The proposer should not otherwise ask any County/County employees questions about the RFP or related issues, either orally or by written communication, unless invited to do so.

13. **Group Purchasing Organization Participation.** Proposers should keep in mind that the County is a participant in more than one Group Purchasing Organization (GPO), and this RFP is open to those who provide services under a GPO. Proposers should ensure their proposals are as competitive as possible while also providing the highest quality services in order to be considered a viable vendor for the listed services.
14. **Travel Costs.** Travel costs must be included in the proposed system costs or related proposed professional services fees.

15. **Miscellaneous.** This RFP is not a commitment or contract of any kind. The County reserves the right to pursue any and/or all ideas generated by this RFP. The County reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document. The County reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the County.

SECTION IV – SCOPE OF WORK

Description: The overall objective of this RFP is to acquire professional services to conduct a comprehensive Geographic Information System (GIS) needs assessment, develop a conceptual system design, and prepare an implementation plan for the County's enterprise GIS that will eventually help the County consolidate its mapping and GIS functions and allow for best of breed mapping standards to be utilized.

Required Services

Vendor will help the County understand the value and best practices of implementing an enterprise GIS by:

1. Identifying GIS business objectives and current business processes/workflows
2. Determining the technology and system infrastructure readiness to meet GIS business objectives
3. Determining GIS database readiness to meet the GIS business objectives
4. Determining organizational readiness to meet the GIS business objectives
5. Developing enterprise GIS Implementation Plan to meet the GIS business objectives

NEEDS ASSESSMENT

Objective

This phase should provide a clear understanding of the County's GIS business needs, which must be met by the enterprise GIS. Building on the geospatial assessment done in 2013, the GIS needs assessment should outline the County's business objectives, provide an overview of current business processes/workflows and identify all the information products that can be reasonably foreseen at present state. At minimum this task will focus on:

- Gathering specific GIS requirements/needs from the user's perspective by conducting one or more interviews with the following departments:

- Public Works
 - Clerk, Assessor, Recorder, Elections (CARE)
 - Planning and Building
 - Health System
 - Information Services Department (ISD)
 - Sheriff
 - Probation
 - Human Services Agency
 - Parks
 - Housing
 - Public Safety Communications
 - Potential GIS Users (Controller, HR, LAFCo, CMO)
- Defining business needs (e.g. potential applications, necessary data, and required resources)
 - Including information product description (IPD), together with details of the input data (the master input data list or MIDL)
 - Describing the current business processes/workflows, challenges, and expected outcomes that help solve the problem
 - Identifying the gap between current business processes and future needs such that the magnitude of change that needs to be address in the new enterprise GIS is clear

Deliverable

- A. Comprehensive Needs Assessment Report

TECHNOLOGY READINESS ASSESSMENT

Objective

Evaluate the readiness of the system infrastructure (hardware, software, and network) to support enterprise GIS implementation. The conceptual system design prepared at the end of this task should be scalable and should address the business needs and objectives identified during the need assessment phase. At minimum this task will focus on:

- Determining hardware requirements to support GIS applications and procedures
- Defining software requirements to support implementation
- Determining network and communication requirements to support implementation
- Identifying which business objectives the technology is intended to fulfill
- Determining if any existing technologies should be replaced
- Determining the type of technology needed based on the use case scenarios

Deliverable

A report documenting:

1. Technology readiness assessment
2. Hardware, software and network configuration review
3. Conceptual system design

ENTERPRISE GIS DATABASE READINESS ASSESSMENT

Objective

Once the GIS data requirements have been identified in the need assessment phase, evaluate the readiness of the data based on not only its completeness and accuracy but also its usefulness in terms of meeting the GIS business needs and objectives. The conceptual database design prepared at the end of this task will help support the data requirements. At minimum this task will include:

- Identifying data to be used
- Assessing data sets to meet GIS data requirements
- Identifying data preparation procedures

Deliverable

A report documenting:

1. Database Assessment
2. Conceptual Database Design

ORGANIZATIONAL READINESS ASSESSMENT

Objective

Help the County develop governance plan that outlines the administration, maintenance, and support for the enterprise GIS. This task will also include separate evaluations of ISD readiness and department readiness to change current work processes and implement enterprise GIS. At minimum this task will focus on:

- Developing guidelines to ensure all organizational structures are in place to establish data ownership, accuracy and security

For ISD (Central GIS Team)

- Developing training plan to support the enterprise GIS implementation
- Identifying internal support procedure
- Developing data and application release procedures
- Producing development decision criteria
- Defining optimal staffing levels and skill sets required

For Departments

- Developing training plan to support the enterprise GIS implementation
- Identifying internal support procedure
- Developing data release procedures
- Defining optimal staffing levels and skill sets required

Deliverable

A report documenting:

1. GIS Support Procedures and SLAs
2. Training Plan and Staffing Model for ISD and Departments (for business and technical users)
3. Governance Plan

IMPLEMENTATION PLAN

Objective

The implementation plan should provide a clear roadmap of how the enterprise GIS system will be taken from the planning stage to actual implementation. During this phase synthesize the information from the previous phases into a plan that provides the necessary information to make appropriate decisions during the deployment stage of the implementation. At minimum this task will focus on:

- Documenting the results of each of the previous tasks
- Including a high level project timeline
- Including cost estimate of implement the enterprise GIS
- Including cost benefit analysis
- Recommending a migration strategy timeline for moving from the existing system to the new enterprise GIS
- Including the results of risk analysis that identifies any implementation difficulties beforehand.

Deliverable

1. Enterprise GIS Implementation Plan

FINAL PRESENTATION

Objective

Present the overall view of the project findings and recommendations to the County GIS Steering and User Group. At minimum this presentation will focus on:

- Executive summary
- Recommend an actual strategy that outlines the specific actions required to implement enterprise GIS
- List of actions and concerns

- Reflect on the previous planning

Deliverable

1. Executive summary
2. A presentation with an opportunity for question and answer session.

SECTION V – PROPOSAL SUBMISSION REQUIREMENTS

The proposal should be submitted in the following format:

A. General Instructions

All proposals should be prepared on a computer and have consecutively numbered pages, including any exhibits or charts. Attachments to the proposal that are required below can be provided separately from the proposal.

All proposals should adhere to the specified content and sequence of information described by this RFP.

Submit one (1) complete electronic (PDF, Microsoft Word document, etc.) version of your proposal and any required attachments to the County via PublicPurchase.com as per instructions found on the website.

B. Cover Letter

Provide a one page cover letter on your letterhead which includes the address, voice numbers, and e-mail address of the contact person or persons and an indication of who is authorized to represent the proposer in negotiations.

Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

C. Specified Content and Detailed Sequence of Information in the RFP

Each proposal should include sections addressing the following information in the listed order. The proposer should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, the County to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently-detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful, should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described by Section II.C, above.

D. Proposal Sections

Be sure your proposal includes the following sections in the order listed below:

Section 1 Firm Qualifications and Experience:

- a. Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the system and services requested by this RFP.
- b. How many people in total are employed by your company? Please delineate between employees and consultants.
- c. If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and school of any applicable degrees, additional applicable training, and any professional certifications/licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

Section 2 Proposed Approach:

This section describes your proposed approach for providing the services required by the County, as listed in Section IV, above. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing, and hosting or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

- a. Describe how you will fulfill the needs of the County included in this RFP. Please attach a project plan, if appropriate.
- b. List or describe the type of resources and level of commitment you need from the County to fulfill the needs of this project.
- c. List your needs for physical space and/or equipment at the County during this engagement, if any, aside from space or equipment that would be provided by the County as an obvious aspect of the requested services.
- d. How will your services meet the needs of the County's customers and/or the public?
- e. In the event of a routine problem, who is to be contacted within your organization?
- f. In the event of the identification of a problem by the County and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.
- g. Provide information on any other pertinent services, if any, you can offer that will reduce costs or enhance the Revenue Cycle for the County.

Section 3 Claims and Violations Against Your Organization:

Please list any current violations or claims against you/your organization and those having occurred in the past five years, especially those resulting in claims or legal action against you.

Section 4 Cost to the County for System and Implementation Services:

- a. Provide a detailed explanation for all costs associated with your providing the system and requested services if you are selected.
- b. Provide the cost of ongoing services such as license and maintenance fees
- c. Proposals should incorporate any anticipated travel time or other related expenses as part of the system costs or related implementation services fees, not as a separate line item.

Section 5 Cooperative Purchasing and Cost of Possible Additional Services:

- a. Indicate if the resultant contract can be extended to other San Mateo County Cities and/or public agencies in the San Francisco Bay area upon their request (Yes/No). Your response to this inquiry will not affect the selection decision unless other factors are deemed to be equal by the County.
- b. List any additional services to the current service plan that you foresee could come up, if any, and list the proposed costs for such services.

Section 6 References:

- a. List at least three business references for which you have recently provided similar services. Include contact names and phone numbers for all references provided.

Section 7 Statement of Compliance with County Contractual Requirements:

A sample of the County's standard contract (including Exhibits A and B) is attached to this RFP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the County's standard contract, including but not limited to the following:

The County non-discrimination policy;
The County equal employment opportunity requirements;
County requirements regarding employee benefits;
The County jury duty ordinance;
The hold harmless provision;
County insurance requirements; and
All other provisions of the standard contract.

In addition, the proposer should include a statement that it will agree to have any disputes regarding any contract venued in San Mateo County or the Northern District of California.

Proposals must advise County of any objections to any terms in the County's contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, County will assume the proposer is prepared to sign the County contract as-is and no negotiations will be considered.

PLEASE NOTE: The sample standard contract attached to this RFP is a template and does not constitute the final agreement to be prepared for the vendor that is selected. Please do not attempt to insert missing information and complete the attached sample. Once a vendor is selected, the County will work with the selected vendor to draft a vendor-specific contract using the template. However, each proposal must address the general terms of the standard contract as outlined in this section and be prepared to submit a red-lined County contract template for contract negotiations.

SECTION VI - ATTACHMENTS

Attachment 1. Standard County Agreement with Independent Contractor

Attachment 2. Standard County Agreement – Attachment I: Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

Attachment 3. Chapters 2.84 and 2.85 of the Ordinance Code of San Mateo County

Attachment 4. Attachment IP – Intellectual Property Rights

Attachment 1: County Contract Template

Do not attempt to complete and sign. Only for review and red-lines.

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND [Contractor name]

THIS AGREEMENT, entered into this _____ day of _____ ,
20_____, by and between the COUNTY OF SAN MATEO, hereinafter called
“County,” and [Contractor name here], hereinafter called “Contractor”;

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may
contract with independent contractors for the furnishing of such services to or for
County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the
purpose of [Enter information here].

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and
incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment H—HIPAA Business Associate Requirements *(**complete HIPAA checklist if
unsure and delete if not needed; contact County Counsel with questions**)*

Attachment I—§ 504 Compliance

Attachment IP – Intellectual Property *(**if the IP Attachment does not apply to this contract then delete
this line**)*

2.

Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A.

3. **Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed [Write out amount] (\$Amount).

4.

Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day], 20[Last 2 digits of year], through [Month and day], 20[Last 2 digits of year].

This Agreement may be terminated by Contractor, the [Name of County Department Head], or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5.

Availability of Funds

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6.

Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7.

Hold Harmless

7.1 General Hold Harmless. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies

Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8.

Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9.

Insurance

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability. | \$1,000,000 |

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10.

Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11.

Non-Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. ***Compliance with County's Equal Benefits Ordinance. With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:***

- ☐ ***Contractor complies with Chapter 2.84 by:***
- ☐ ***offering the same benefits to its employees with spouses and its employees with domestic partners.***
- ☐ ***offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.***
- ☐ ***Contractor is exempt from having to comply with Chapter 2.84***

because it has no employees or does not provide benefits to employees' spouses.

☐ ***Contractor does not comply with Chapter 2.84, and a waiver must be sought.***

E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☐ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation; and/or
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. *Compliance with County Employee Jury Service Ordinance*

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. *Retention of Records, Right to Monitor and Audit*

(a) Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine

compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14.

Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15.

Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16.

Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title:

Address

Telephone:

Facsimile:

Email:
In the case of Contractor, to:

Name/Title:
Address:
Telephone:
Facsimile:
Email:

17. *Electronic Signature*

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

[Contractor Name Here]

Contractor's Signature

Date:_____

(Revised 7/1/13)

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Exhibit B

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Attachment 2:

ATTACHMENT I Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

☐

a. Employs fewer than 15 persons.

☐

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Title of Authorized Official:

Date:

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services t

Attachment 3: Paid Jury Service Ordinance

The following lists the text of Chapters 2.84 and 2.85 of the Ordinance Code of San Mateo County (as of March 2012), available on-line at <http://library.municode.com/index.aspx?clientId=16029>. Anyone responding to the Request for Proposals is advised to check on-line for updates to the Ordinance Code. It is a Contractor's or responding party's obligation to obtain the current version of these Ordinances.

Chapter 2.84 - CONTRACTS-EQUAL BENEFITS

Sections:

2.84.010 - Definitions.

2.84.020 - Discrimination in the provision of benefits prohibited.

2.84.030 - Application of chapter.

2.84.040 - Powers and duties of the County Manager.

2.84.050 - Date of application.

2.84.010 - Definitions.

For the purposes of this chapter:

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- (b) "Contractor" means a party who enters into a contract with the County.
- (c) "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.
- (d) "Domestic partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.
- (e) "Employee benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. 4324, 08/15/06)

2.84.020 - Discrimination in the provision of benefits prohibited.

- (a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:
 - 1. In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an

employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.

2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.
- (b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:
1. Award of a contract or amendment is necessary to respond to an emergency;
 2. The contractor is a sole source;
 3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
 4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
 5. The County is purchasing through a cooperative or joint purchasing agreement.
- (c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of contracts approved by the Board, the County Manager.
- (d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.
- (e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

(Ord. 4324, 08/15/06)

2.84.030 - Application of chapter.

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur: (a) within the County; (b) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the County; and (c) elsewhere in the

United States where work related to a County contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. 4324, 08/15/06)

2.84.040 - Powers and duties of the County Manager.

The County Manager's office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter;
- (b) Receive notification from employees of contractors regarding violations of this chapter;
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
 - 1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years,
 - 2. Contractual remedies, including, but not limited to termination of contract, and
 - 3. Liquidated damages in the amount of \$2,500;
- (d) Examine contractors' benefit programs covered by this chapter;
- (e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- (f) Allow for remedial action after a finding of noncompliance, as specified by rule;
- (g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter.

(Ord. 4324, 08/15/06)

2.84.050 - Date of application.

The provisions of this chapter shall apply to any contract awarded or amended on or after July 1, 2001, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement.

(Ord. 4324, 08/15/06)

Chapter 2.85 - CONTRACTOR EMPLOYEE JURY SERVICE

Sections:

2.85.010 - Definitions.

2.85.020 - Contractor jury service policy.

2.85.030 - Powers and duties of the County Manager.

2.85.040 - Date of application.

2.85.010 - Definitions.

For the purposes of this chapter:

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment.
- (b) "Contractor" means a party who enters into a contract with the County for which the contractor receives consideration of \$100,000 or more.
- (c) "Contract Authority" means the Board of Supervisors or the head of the department or agency presenting the proposed contract to the Board of Supervisors.
- (d) "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- (e) "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County Manager, or (2) the contractor has a long standing practice that defines the lesser number of hours as full time.

(Ord. 4324, 08/15/06)

2.85.020 - Contractor jury service policy.

- (a) A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.
- (b) At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.
- (c) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County for such reasons as follows:
 - 1. Award of a contract or amendment is necessary to respond to an emergency;
 - 2. The contractor is a sole source;
 - 3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
 - 4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
 - 5. The County is purchasing through a cooperative or joint purchasing agreement.
- (d) Contractors should submit requests for waivers of the terms of this chapter to the Contract Authority or the County Manager.

- (e) The County Manager may reject a contractor's bid or proposal, or terminate a contract, if he determines that the contractor is in violation of the requirements of this chapter or was established, or is being used, for the purpose of evading the intent of this chapter.
- (f) No contract shall be executed with a contractor unless such contractor is in compliance with this chapter.

(Ord. 4324, 08/15/06)

2.85.030 - Powers and duties of the County Manager.

The County Manager's office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter;
- (b) Receive notification from employees of contractors regarding violations of this chapter;
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
 - 1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years, and
 - 2. Contractual remedies, including, but not limited to termination of contract.
- (d) Impose other appropriate contractual sanctions for violations of this chapter;
- (e) Allow for remedial action after a finding of noncompliance;
- (f) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter.

(Ord. 4324, 08/15/06)

2.85.040 - Date of application.

The provisions of this chapter shall apply to any contract awarded or amended on or after September 1, 2005, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement.

(Ord. 4324, 08/15/06)

Attachment 4: Attachment IP - Intellectual Property Rights

Attachment IP Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.